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MACOUPIN COUNTY CLERK

AGREEMENT

BETWEEN

COUNTY OF MACOUPIN, A BODY POLITIC,

MACOUPIN COUNTY CLERK-RECORDER,

SUPERVISOR OF ASSESSMENTS,

AND TREASURER OF MACOUPIN COUNTY

CO-EMPLOYERS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO
ON BEHALF OF AND WITH
LOCAL 3176

FOR

CERTIFIED JOB CLASSIFICATIONS IN THE
OFFICES OF COUNTY CLERK-RECORDER, TREASURER
AND SUPERVISOR OF ASSESSMENTS

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PREAMBLE

This Agreement, entered into by the County of Macoupin, a body politic, County Clerk-Recorder of Macoupin County, Treasurer of Macoupin County, and Supervisor of Assessments, joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employers, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, referred to as the Union, after collective bargaining as required by 5 ILCS 315, has as its purposes: the promotion of harmonious relations between the Employers and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

Section 1. Unit Recognition

The Employers recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining units as described below. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include all employees in such units, except those excluded pursuant to 5 ILCS 315 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employers agree to jointly petition the State Labor Board to seek the necessary unit clarification.

Included: All full-time and regular part-time non-professional employees at the Courthouse employed by Macoupin County Board, and the Clerk, Recorder and Treasurer of Macoupin County including the following job titles: Clerk, Election Manager, Chief Deputy, Animal Control Warden, and Economic Development Coordinator.

Excluded: All employees of the Macoupin County Highway Department, all other employees of Macoupin County including Macoupin County State's Attorney, Macoupin County Circuit Clerk, Chief Deputy position held by Buzetta Bertagnolli, and all professional employees, supervisors, confidential and/or managerial employees as defined by the Illinois Public Labor Relations Act.

Section 2. New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers work force;

- b) Like positions with similar job content and responsibilities within the public labor market generally;
- c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employers shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 3. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

ARTICLE II **MANAGEMENT RIGHTS**

The Co-Employers possess the sole right to operate their elected offices and the County and all management rights repose in them. Except as specifically amended, changed or modified by the Agreement, and subject to the terms of this Agreement, these rights include, but are not limited to, the following:

- a) To direct all operations of the County;
- b) To establish reasonable work rules and schedules of work;
- c) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- d) To suspend, discharge and take other disciplinary action against employees for just cause;
- e) To layoff employees for lack of work or other legitimate reasons;
- f) To maintain efficiency of County operations;
- g) To take whatever action is necessary to comply with State or Federal law (the Union reserves the right to bargain over any impact);

- h) To introduce new or improved methods or facilities;
- I) To change existing methods or facilities;
- j) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- k) To contract out for goods or services;
- l) To determine the methods, means and personnel by which County operations are to be conducted;
- m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE III
SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employers to continue to utilize employees to perform work they are qualified to perform. However, the Employers reserve the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Section 2. Notice and Discussion

The Employers agree not to subcontract work where it would result in the layoff of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Employers further agree that they will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE IV
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been

established by this Agreement, or meetings called or agreed to by the Employers, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not interfere with the Employers operations.

Section 2. Access to Premises by Union Representatives

The Employers agree that Local representatives, officers, and not more than two (2) AFSCME staff representatives at one time shall have reasonable access to the premises of the Employers, giving notice upon arrival to the appropriate Employer representative, provided such presence does not disrupt the operation of the office. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employers in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that a work stoppage is likely.

Section 3. Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employers. Such time off shall not be detrimental in any way to the employee's record. Requests may be denied if time off would substantially interfere with the operating needs of Employers.

Section 4. Union Bulletin Boards

The Employers shall provide bulletin boards or space thereon at each office. A portion of the boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5. Information Provided to Union

Once each month, the Employer shall notify the local Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges and termination.

The Employers shall furnish the aggregate/total Union dues deduction of all employees and a list of the names, addresses, and an individual employee identifying number of all employees in the bargaining unit and their individual deductions to the Union semi-monthly at the address designated in writing to the Employer by the Union.

The Employer shall furnish the aggregate/total Union dues deduction of all employees and a list of the names, addresses, or an individual employee identifying number of all employees in the bargaining unit and their individual deductions to the Union semi-monthly at the address designated in writing to the Employer by the Union.

Section 6. Union Orientation

By mutual arrangement regarding time and place with the Employers, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

The Employers shall inform the Union of all such hirings and the Union shall inform the Employers of the Union representative who will carry out the Union orientation.

Section 7. Union Meetings on Premises

The Employers agree to make available conference and meeting rooms for Union meetings required under this Article upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employers, or cause additional cost or undue inconvenience to the Employers.

Section 8. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

Section 9. Printing the Agreement

The Employer(s) shall be responsible for printing and distributing copies of the Agreement to all bargaining unit employees in a timely manner, once the Agreement is signed.

ARTICLE V NO STRIKES/NO LOCKOUTS

Section 1. Strike/Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or concerted interruption of work during the term of this Agreement. The Employers shall not lock out employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Employers to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. Penalties

Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the Employers. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee or Employer engaged in the activity prohibited by this Article. In addition to penalties provided herein, the Employers may enforce any other legal rights and remedies to which by law they are entitled.

ARTICLE VI NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employers and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors except as may be required by state or federal law.

Section 2. Union Membership or Activity

Neither the Employers nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employers obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VII
UNION SECURITY

Section 1. Deductions (Fair Share)

Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with 5 ILCS 315 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the Employers from the earnings of the non-member employees and shall be remitted semi-monthly to the Union at the address designated in writing to the Employers by the Union. The Union shall advise the Employers of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

Section 2. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 3. Indemnification

The Union shall indemnify, defend and hold the Employers harmless against any claim, demand, suit or liability arising from any action taken by the Employers in complying with this Article.

ARTICLE VIII
CHECKOFF

Section 1. Deductions

The Employers agree to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs;
- c) P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employers by the Union. The Union shall advise the Employers of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

All employees covered by this Agreement who have signed Union dues checkoff cards for AFSCME prior to the effective date of this Agreement, or who signed such cards after such date, shall not be allowed to cancel such dues deduction within the term of this Agreement.

Section 2. Indemnification

The Union shall indemnify, defend and hold the Employers harmless against any claim, demand, suit or liability arising from any action taken by the Employers in complying with this Article.

Section 3. Availability of Cards

The Employers shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 4. Form of Checkoff

Authorization for checkoff of dues by an employee shall be on a form provided by the Union authorizing such payroll deduction, signed by the employee and delivered to Employers.

ARTICLE IX **SENIORITY**

Section 1. Definition

For all purposes other than layoff seniority shall be defined as continuous uninterrupted employment with the Employers from the original date of hire. For purposes of layoff seniority shall be defined from the date of hire within each separate office.

Section 2. Loss of Seniority

An employee shall lose seniority and no longer be an employee if the employee:

- 1) Resigns or quits;
- 2) Is discharged (unless reversed through the Grievance or Arbitration Procedure);

- 3) Retires;
- 4) Has been on layoff for a period of more than two (2) years;
- 5) Does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employers have been so notified; or
- 6) Is absent from work ten (10) consecutive work days without notifying the Employers, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employers shall send written notification to the employee at the employee's last known address that seniority is lost and employment has been terminated. In addition, the Union shall be notified in writing of that fact.

Section 3. Conflicts in Scheduling

In the event of conflict among the employees in a bargaining unit requesting vacation or other leave, the most senior employee shall be preferred.

ARTICLE X FILLING OF VACANCIES

Section 1. Posting

Whenever an officeholder intends to fill a bargaining unit job vacancy under his/her respective jurisdiction as defined below, a notice of such vacancy shall be posted on all bulletin boards for no less than five (5) work days. Such vacancy shall set forth the required knowledge, skills, ability rate of pay or pay grade, work location and any other requirements for the job.

Section 2. Definition of Vacancy

A job vacancy exists when the officeholder determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

Section 3. Selection

The officeholder shall fill the vacancy by selecting the bargaining unit employee, currently working under his/her jurisdiction by selecting the most senior bidder who possesses the skill and ability to perform the work. Employees selected may return to their previously held position for any reason within twenty (20) working days of beginning the new position.

Section 4. Integrity of Procedure

An outside bidder will not be hired unless no current employees who are qualified for the position have submitted bids.

Section 5. Changing Employers

A bargaining unit employee who applies for and accepts an AFSCME bargaining unit position under a different officeholder, shall, after giving as much notice as practicable, be allowed to accept the new position without penalty, except as otherwise stated in this Agreement.

ARTICLE XI **PROBATIONARY AND NON FULL-TIME EMPLOYEES**

- a) An employee is a "probationary employee" for his/her first six (6) months of employment. The Elected Official may extend the probationary period up to ninety (90) days with notice provided to the Union.
- b) A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same duties or performing as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- c) No matter concerning the termination of a probationary employee shall be subject to the grievance and arbitration procedures.
- d) A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment.

ARTICLE XII **LAYOFF AND RECALL**

Section 1. Procedure for Layoff

- 1) All part-time, temporary, seasonal, and probationary employees in an office or department will be terminated prior to the layoff of any full-time employee.

- 2) When employees are removed from a classification in an office or department for the purpose of reducing the work force in that classification within that office or department, the employee with the least seniority in the affected classification shall be removed first.
- 3) An employee whose classification is targeted for layoff shall have the option of bumping the least senior employee in a lower classification within that office or department. Employees electing to bump into a lower classification shall immediately assume the lower pay rate.

Section 2. Procedure For Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work within the same office or department, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for eighteen (18) months after an employee has been laid off.

Section 3. Notice

The Employers shall notify the Union fifteen (15) days prior to the intended effective date of a planned layoff of permanent personnel. The Employers and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date. Examples of alternatives to layoff include, but are not limited to: voluntary layoff by a senior employee, voluntary reduction of the work week, etc.

Section 4. Recall of Laid Off Employees

No new employees shall be hired until all employees on layoff, in that particular office or department, desiring to return to work, shall have been given the opportunity to return to work, subject to ability to perform the job.

ARTICLE XIII HOURS OF WORK

Section 1. General Provisions

- a) The Hours of Work for employees in the bargaining unit shall be Monday through Friday beginning at 8:30 a.m. and ending at 4:30 p.m.
- b) The normal work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

- c) Definitions: The "work week" is defined as the 168 hours commencing at 12:00 A.M. Sunday and running through 11:59 P.M. the following Saturday. "Time worked" is defined as all time considered work time under the Fair Labor Standards Act.
- d) Overtime Payment: Employees working in excess of their normal work week in accordance with Section 1(a) above shall be paid at the rate of one and one-half times the employee's regular hourly rate.
- e) Time Off: Time off for any holidays or accumulated holidays, vacations, personal days and/or sick days shall be counted as time worked for overtime computation.

Section 2. Meal Periods

Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted meal period of not more than sixty (60) minutes, thirty (30) minutes of which shall be paid. Employees shall have the right to leave the work site during such periods. Lunch breaks should be staggered within each office so all offices remain open to the public.

Section 3. Scheduling Practices

Except for emergency situations, or as otherwise provided in this Agreement, changes in scheduling, including starting and quitting times, days off and shifts, shall not be made by the Employers without reasonable prior notification to and negotiation with the Union. Changes in scheduling practices shall not be made to avoid the payment of overtime.

Section 4. Overtime Procedure

- a) Overtime shall be distributed as equally as possible among the employees who normally perform the work within the bargaining unit. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity
- b) If all employees available to work the overtime hours decline the opportunity, the Employers shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employers to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.
- c) For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.
- d) The Union, on request, shall be given a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

Section 5. Call Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the rate of time and one-half the regular rate. If the employee has been called back to take care of an emergency, the Employers shall not require the employee to work for the entire two (2) hour period by assigning the employee non-essential work.

Section 6. Payment

Employees shall be paid one and one-half times straight time hourly rate for all time worked in excess of 37-1/2 hours weekly. The first 7-1/2 hours worked on Saturday, Sunday or Holiday will be paid at time and one-half. Any hours worked in excess of 7-1/2 on Saturday, Sunday or Holiday will be paid at double time rate.

**ARTICLE XIV
VACATIONS**

Section 1. Eligibility

Employees shall be eligible for vacation time only after completion of one (1) year service.

Section 2. Allowance and Use

Vacation time is earned annually according to the following schedule:

- After one (1) yearFive (5) working days
- After two (2) years Ten (10) working days
- After five (5) years One (1) additional day per year
- After ten (10) years Fifteen (15) working days
- After fifteen (15) years One (1) additional day per year
- After twenty (20) years ... Twenty (20) working days

Vacation time shall be taken in not less than one-half (1/2) day increments. Vacation days may not be accumulated from year to year.

Section 3. Vacation Pay

The rate of vacation pay shall be the employee's regular base salary.

Section 4. Scheduling

Vacation requests submitted on or before March 30 shall be based on seniority. (Seniority does not apply to the sign-up period from January through March.) All other request shall be on first-requested, first-granted basis. No vacations may be scheduled by any County Clerk employees thirty (30) days prior to the General Election. No vacations will be granted from ten (10) days prior to the tax due date until five (5) days after the tax due date.

Section 5. Payment in Lieu of Vacation

If because of Employer operating needs or employee desires, vacation is unable to be scheduled in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular rate of pay. In lieu of receiving pay for unused vacation, the employee may take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer, because of operational need, is still unable to schedule the employee's vacation in such six (6) month period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary, or the employee may elect to carry it over for an additional six (6) month period.

The Employer shall not deny an employee's requested vacation period for arbitrary or capricious reasons.

Section 6. Vacation Rights Upon Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking earned vacation, shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

ARTICLE XV
HOLIDAYS

Section 1. Holidays Recognized and Observed [Effective January 1, 2009]

The following days shall be recognized and observed as paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election (even numbered years)
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
½ Day Christmas Eve	Christmas Day
½ Day New Years Eve	

Also, any days the Courthouse is closed by proclamation of the President, Governor, Chief Judge, or County Board.

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a personal day or vacation or sick leave; and
- b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave.

If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or sick leave, he/she shall be paid for such holiday.

Section 3. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 4. Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE XVI PERSONAL DAYS

Section 1. Accrual and Use

- a) Each employee with less than ten (10) years of service shall have three (3) personal days per year with pay to be credited on September 1. Employees with ten (10) years or more service shall be credited with four (4) personal days per year to be credited on September 1. Employees shall not use personal days until they have completed their probationary period.
- b) Personal days shall be taken not less than one-hour increments and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.